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ABSTRACT

This guide to effective business practices is intended to assist schools in establishing general policies and procedures for buying supplies, instructional materials, equipment, and services. Federal, state, and local laws must be considered in addition to the recommendations made in this report. Practical guidelines are given for selecting bidders, timing bids, determining bid due dates, mailing invitations to a bid, the duration of bid prices, delivery charges, and bid analysis. Advice is provided concerning integrating a school's ordering system with its bidding procedures and for handling ordering, back orders, deliveries, and payments. Four appendices define categories of equipment, supplies, and services; detail business officers' responsibilities when receiving freight; and define a modern code for educational purchasing. (HLH)

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Guide To Effective Business Practices in Buying School Supplies, Instructional Materials, Equipment and Services

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Preface

This report is a guide to effective business practices and is intended to be useful in establishing general policies and procedures for schools. Federal, state and local laws must be considered in addition to the recommendations made in this report.

This book was formerly published by Massachusetts-ASBO and NSSEA. ASBO-International thanks MASBO for permission to reprint this new edition.

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◆ Selecting Bidders

The careful selection of bidders can eliminate many problems in obtaining supplies, instructional materials, equipment and services. Each bidder should be selected on the basis of:

Acceptable Quality
Prompt Delivery
Quality Installation
Reasonable Back Orders
Careful Packing and Labeling
Responsive Customer Service

The lack of these services increases the expenses the school incurs in obtaining supplies, materials, equipment and services. The most effective way to avoid these expenses is to disqualify bidders whose past performance was unsatisfactory based on documented evidence.

◆ Timing Of Bids

Many school vendors are in a seasonal business that reaches a high plateau in July and August. Bidding and awarding bids for delivery prior to these two peak months will increase the efficiency of the suppliers and, more importantly, will reduce the frequency of back orders and delays. When delivery is made prior to school closing, better material receiving and inspection practices generally can be implemented.

◆ Determining Bid Due Dates

Peak loads for bid preparation occur for vendors on the popular 1st, 10th, 15th of the month. Avoiding these dates will result in more complete and more accurate bids.

In recent years, July 1st has been a major release date for bids and orders for many schools due to a strict interpretation of fiscal policy laws. This imposes a huge burden on the vendors which, of course, reflects in their service. Every effort should be made to make awards well ahead of this date.

◆ Mailing Invitations To Bid

Three weeks should be allowed prior to the bid date. Mail delays in both directions can easily consume a week of this time and the remaining time will allow the vendors to spread their workloads. This concern for the vendors will directly benefit the school through more complete and accurate bids. First Class mail should be used in all cases.

◆ Duration Of Bid Prices

With regard to general supplies, it should be noted that any requests for prices to hold firm beyond 30 days from date of bid opening will frequently result in high prices. The supplier needs to protect himself from price increases from his sources and can only do this by adding to the current bid prices. Extensions of delivery date requested by a school department after the contract has been awarded may result in an additional price increase.

◆ General Specifications

Once established, these specifications usually remain part of the school's bidding requirements year after year. General Specifications have a definite effect on bid prices and should be reviewed annually and up-dated. Some specifications that can result in high bid prices are:

No delivery charges acceptable — The crux of this problem is that small orders are exorbitantly expensive to ship. Most suppliers have established a minimum figure above which they will absorb the freight on the premise that the profit margin is sufficient to cover the expense as a normal cost of doing business. However, when small individual orders are shipped, freight charges can run as high as 15% to 60% of the value of the merchandise. A "no delivery charges acceptable" phrase on a bid alerts the supplier to the possibility of these high costs and bid prices will be high — even though the awards he received may all exceed the minimum! The most economical practice for a school is to be aware of minimum figures and to prepare its orders accordingly. Frequently, it is less expensive to combine small orders to one supplier and to combine small orders for several departments and schools to be sure these minimums are met. For example, a school system discovered that awarding to six suppliers increased its cost because most orders were below minimum and freight charges were added.

Inside delivery required — Interstate Commerce Commission regulations require trucking firms to charge extra for inside delivery and these regulations are being enforced more strictly each year. Consequently, the school supplier must pass on this additional cost. As a general rule truckers are aware of the special problems involved in making deliveries to school buildings and will cooperate. Working in this spirit of cooperation is less costly than specifying inside delivery charges on a bill of lading.

Complete shipment required before payment — ASBO, NSSEA, and other education industry organizations have expressed themselves emphatically against this requirement and yet some schools still insist that all items be delivered before an order can be processed for payment.

These restrictions on a supplier's cash flow, and the increase in the amount and age of accounts receivable, directly increase the cost of doing business and will invariably result in higher bid prices for schools that follow this practice. The school's financial system must have the flexibility and responsiveness to handle partial shipments and partial payments.

Certified Check — A certified check which accompanies a bid is a carrying cost to the supplier which in turn is passed on to the bidding authority. A bid bond, while serving the same intent as a certified check does not bear any meaningful cost to the supplier. Therefore, when the supplier substitutes a bid bond for a certified check this can generate a savings to the bidding authority. This does not apply to performance bonds for equipment and services where legal or other considerations may apply.

When bidding services, the following policies should prove helpful.

References — be sure to ask for at least three references for whom the bidder has worked in the recent past.

Specificity — be as specific as possible about what will be expected of the person(s) or company.

Time Schedule — set up a tentative time schedule for the accomplishment of specific tasks required for the bidder.

Bid Forms — require bidders to furnish bids or proposals on your forms answering your questions in an order which aids in analyzing bids or proposals.

◆ Detailed Specifications

Specifications are written to define known or desired products or services that are required to meet established needs and level of quality. Once written, it should be acknowledged that products and needs change and, as they do, specifications lose their value. School systems should have an annual program for reviewing specifications. For this review, vendor representatives can be of valuable assistance. When requested, vendors can review specifications for clarity and current meaning.

For example, confusion can result from bids for miscellaneous furniture and equipment items. The supplier has no way of knowing how the awarding authority will award contracts for the various items. In many cases each item has to be bid separately. This increases transportation and/or installation dollars. By adopting a bidding structure by section and by awarding each section completely to one supplier, a much greater

savings could be possible. In order to make the comparison, bids should call for item pricing and total section prices. For examples of section structures for furniture and equipment, refer to Appendix A.

Another typical area of confusion is in obtaining services which cover a broad range of categories. These categories are defined in "Financial Accounting Classification and Standard Terminology for Local and State School Systems, State Education Records and Report Series Handbook 11, Revised," published by the U.S. Department of Health, Education and Welfare. These are listed in Appendix B.

◆ Bid Analysis

The analysis of bids by item is a most important and demanding function. Evaluating substitutes, alternates and variations requires skill and experience. Confusing and unclear bids should be questioned and samples should be requested when needed.

◆ Ordering

The most efficient ordering system for schools is one that is integrated with bidding procedures. In many schools copies of the bids are attached to purchase orders, eliminating substantial clerical effort.

To further reduce the overhead of the awarding authority, a single purchase order should be used whenever possible even though additional pages may be required. This procedure can be followed even when these items are to be charged to accounts which affect various schools, grade levels and programs.

Frequently, small orders — even less than a dollar — are written to facilitate accounting control. While this practice may help a small part of the system, the extra work involved in preparation, handling, and receiving can far outweigh the accounting advantages. Small orders should be combined for handling and freight savings.

In general, purchase orders should clearly convey the delivery and billing requirements of the school. Important conditions should be prominently stated and underscored. Fine print instructions and obscure requirements may be overlooked by the supplier, and correcting errors and improper handling usually consumes much more time and effort than anticipating and emphasizing special requirements.

◆ Back Orders

Unfortunately, the great number of items schools require and the fre-

quency of changes and discontinuances by manufacturers make back orders an expected condition of purchasing. Schools should develop a policy for back orders that is flexible. It is shortsighted to advise the supplier that all back orders should be cancelled after a period of time. This practice can relieve suppliers of their contractual obligations and could even be an inducement to less responsible bidding.

Schools should insist on their choice in regard to back orders regardless of the time it takes the supplier to obtain the item. Schools should have the option of accepting back orders at the bid price or cancelling the order. It is helpful to have a clear understanding with suppliers on how back orders will be handled.

A helpful arrangement is to request a status report on back orders after a reasonable period of time. This will give the school the option of cancelling or waiting for delivery.

◆ Deliveries

Special delivery requirements, which were mentioned under General Specifications, can directly increase the cost of serving the school system. Suppliers can respond to requests for advanced notice of delivery, restricted delivery hours, and special handling if these requirements are reasonable. If they are so restrictive as to increase the supplier's cost, they will ultimately result in less favorable prices.

The careful receiving of merchandise and the examination and signing of delivery receipts for goods is a basic responsibility of school management. Schools must accept the responsibility for having efficient procedures for receiving merchandise. In establishing these procedures, it is important to recognize that the common carrier is a distinct third party controlled by trucking industry regulations and policies that are frequently firm and inflexible. This requires that merchandise be carefully inspected and counted and any exceptions be clearly noted on the bills of lading. Failure to report damage in accordance with Federal Commerce Commission regulations may result in a liability to the school district for the material delivered.

The following procedures should be observed when accepting goods from carriers:

A. If goods/cartons are damaged in transit, do not sign delivery receipt (freight bill) until the driver has noted the nature and extent of damage on freight bill. Then accept merchandise.

B. In cases of concealed damage, the person receiving the shipment should notify the building principal at once. The building principal should report the damage to the assistant superintendent for business or the business manager.

C. For purposes of inspection, leave merchandise within the damaged carton. DO NOT DESTROY THE DAMAGED CARTON.

D. Shortages: Make sure your carton count agrees with the quantity shown on the delivery receipt (freight bill). Do not accept goods until the driver notes shortages on the delivery receipt.

E. Send all papers received with shipment to the assistant superintendent for business or the business manager at the office of the superintendent of schools.

A more complete outline of responsibility when receiving freight is shown in Appendix C. This outline was prepared by the National School Supply and Equipment Association, NSSEA, 2020 N. 14th Street, Ste. 400, Arlington, Virginia, 22201. It is available from NSSEA dealers and is suitable for posting in appropriate areas. *Call (703) 524-8819 to request your copy.*

The following procedures should be observed when Service Contracts apply:

It is generally a good practice to have a representative of the school department inspect work accomplished under service contracts and to require vendors to submit signed receipts.

◆ Payment

Special billing requirements should be treated like special shipping requirements. They should be clearly noted on the purchase order. Where special forms are required, instruction sheets should accompany these forms.

The receipt of an invoice is the beginning of the payment process and is the final step in the school's procedure for buying supplies, equipment, instructional materials, and services. A school system that has an efficient requisitioning and bidding procedure must also have an efficient procedure for processing invoices.

Improvements in the school payment record are high profile characteristics for suppliers and consequently increase the school's appeal as a customer.
The Association of School Business Officials of the United States and Canada at its 61st annual meeting adopted a resolution defining a modern code of educational purchasing. Included in this resolution is a procedure for processing invoices. This resolution may be found in Appendix D.

◆ Appendix A: Section Structures

Furniture and Equipment

Section 1.
Classroom Furniture Items: Student desks, chairs, tables, chairs for cafeteria, science, home economics, arts and crafts, and all fixed tables in the cafeteria.

Section 2.
Business Education Furniture: typing tables, typing desks, business machine desks, adjustable stools, and chairs.

Section 3.
Administrative Furniture: Teachers' desks, clerical office desks, office chairs, and office tables.

Section 4.
Cafeteria Furniture: mobile folding cafeteria tables.

Section 5.
Library Furniture: technical furniture, book trucks, shelving, chairs, and carrels.

Section 6.
Audio Visual Furniture: storage cabinets, tables, and stands.

Section 7.
Classroom Cabinets: teachers' wardrobe cabinets, storage cabinets, tote tray cabinets, book truck, drawer storage cabinets, and all other movable or fixed cabinets that would go in the classrooms. Section Structures Furniture and Equipment

Section 8.
Science Furniture: science tables and science casework.

Section 9.
Home Economics, Arts and Crafts: work tables and casework.

Section 10.
Chalkboard and Tackboard: wall mounted, framed chalkboard, and tackboard on wheels.

Section 11 .
Shop Equipment: work tables, storage cabinets, chairs, and stools.

Section 12.
Gymnasium: basketball backstops and bleachers.

Section 13.
Locker Room: benches and athletic lockers.

Section 14.
Miscellaneous Areas: equipment not covered in the preceding sections.

Appendix B: Services

Purchased Services: amounts paid for personal services rendered by personnel who are not on the payroll of the Local Education Agency (LEA), and other services which the LEA may purchase. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

Professional and Technical Services: services which by their nature can be performed only by persons with specialized skills and knowledge. Included are the services of architects, engineers, auditors, dentists, medical doctors, lawyers, consultants, teachers, accountants, etc.

Instruction Services: nonpayroll services performed by qualified persons directly engaged in providing learning experiences for pupils. Included are the services of teachers, teaching assistants, and teacher aides and Performance Contract activities.

Instructional Programs Improvement Services: services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, in- service training specialists, etc., not on the payroll.

Pupil Services: nonpayroll services of qualified personnel to assist pupils and their parents in solving mental and physical problems to supplement the teaching process.

Staff Services: services performed by qualified personnel to assist in employing and assigning staff. This category includes specialists in personnel counseling and guidance.

Management Services: services performed by persons qualified to assist management either in the broad policy area or in the general operation of the LEA. This category includes consultants — individually or as a team — to assist the chief executive in conference or through systematic studies.

Data Processing Services: services performed by persons, organizations, or another agency qualified to process data. This category includes those data processing services purchased from another agency or concern, or specialists who are contracted to perform a specific task on a short time basis.

Statistical Services: nonpayroll services performed by persons or an organization qualified to assist in handling statistics. This category includes special services for analysis, tabulations, or similar work.

Board of Education Services: Services performed by qualified persons to assist the governing body of the LEA in its particular activities. This category includes the specialized services of legal, executive employment, tax counsel, etc.

Other Professional and Technical Services: services not classified above which are professional and technical in nature.

Property Services: services purchased to operate, repair, maintain, insure, and rent property owned and/ or used by the LEA. These services are performed by persons other than LEA employees.

Public Utility Service: expenditures for services usually provided by public or private utilities such as water, sewerage, electricity, gas, and garbage collection. Costs for telephone and telegraph are not included here, but are included in Communication.

Cleaning Services: services purchased to clean buildings other than those provided by LEA employees.

Repairs and Maintenance Services: expenditures for repairs and maintenance services not provided directly by LEA personnel. This includes contracts and agreements covering the upkeep of grounds, buildings, and equipment. Costs for new construction, renovating, and remodeling are not included here, but are considered under Capital Outlay.

Property Insurance: expenditures for insurance on any property owned or leased by the LEA.

Rentals: expenditures for leasing or renting land, buildings, and equipment for both temporary and long range use of the LEA. This includes bus and other vehicle rental when operated by LEA personnel, lease of data processing equipment, lease-purchase arrangements, and similar rental agreements. Costs for single agreements covering equipment and operators are not included here, but are considered elsewhere under Purchased Services (see Transportation, Printing and Binding, Public Utility Services, Repairs and Maintenance Services.)

Other Property Services: property services purchased which are not classified above.

Transportation Services: expenditures for transporting children to school and official travel of LEA employees.

Pupil Transportation: expenditures to persons or agencies for the purpose of transporting children to school. These include expenditures to individuals who transport themselves or to parents who transport them for reimbursement of transportation expenses. Expenditures for the rental of buses which are operated by personnel on the LEA payroll are not recorded here, they are recorded under Purchased Services-Rentals.

Travel: costs for transportation, meals, hotel, and other expenses associated with traveling on business for the LEA. Payments for Per Diem in lieu of reimbursements for subsistence (room & board) also are charged here.

Other Transportation Services: transportation services other than those classified above.

Communication: services provided by persons or businesses to assist in transmitting and receiving messages or information. This category includes telephone and telegraph services as well as postage machine rental and postage.

Advertising: expenditures for printed announcements in professional periodicals and newspapers or announcements broadcast by radio and television networks. These expenditures include advertising for such purposes as personnel recruitment, bond sales, and the sale of used equipment and other objects. Costs for professional fees for advertising or public relation services are not recorded here but are charged to Professional Services.

Printing and Binding: expenditures for job printing and binding usually according to specifications of the LEA. This includes the design and printing of forms and posters as well as printing and binding of LEA publications. Preprinted standard forms are not charged here, but are recorded under Supplies and Materials.

Tuition: expenditures to reimburse other educational agencies for services rendered to students residing in the legal boundaries described for the paying LEA.

Appendix C: Your Responsibility When Receiving Freight

1. STEPS TO TAKE AT TIME OF DELIVERY TO PROTECT AGAINST LOSS OR DAMAGE

A. ***Verify Count*** — Make sure you are receiving as many cartons as are listed on the delivery. If any shortage is discovered, note exactly how many cartons are short on the carrier's delivery receipt and have the driver note the shortage on your copy.

B. ***Carefully Examine Each Carton for Damage*** — If damage is visible, note this fact on the delivery receipt and have the driver clearly note it on your copy. If a carton has the appearance that its contents may be damaged, insist that it be opened right at that time. Both you and the driver should then make a joint inspection of the contents. Any concealed damage discovered should likewise be noted on the delivery receipt and on your copy. Be sure to retain your copy.

C. ***Note Any Damage on Delivery Receipt*** — If the carton is even slightly damaged, note that fact on the delivery receipt. The driver should not be given a clear delivery receipt (one signed without exception) if there is the slightest crush, crease, scuff or puncture on any carton. It is vital that you note the condition of any bruised or damaged cartons - such as "slight crush, top right corner" - on both copies of the delivery receipt.

D. ***Immediately After Delivery*** — Open All Cartons and Inspect for Concealed Damage. Even though the driver has left, all cartons should immediately be opened and the contents inspected for possible concealed damage.

2. STEPS TO TAKE WHEN VISIBLE OR CONCEALED DAMAGE IS DISCOVERED

A. ***Retain Damaged Items*** — Not only must the damaged items be held at the point where received, but the containers and all inner packing materials must be held until an inspection is made by a carrier inspector.

B. ***Notify Your Business Office at Once.*** Call Mr./Ms. —— Phone —— (If he/she is not available, proceed with the next step).

C. ***Call Carrier to Report Damage and Request Inspection*** — The call should be placed immediately upon discovery of the damage. Under no circumstances should it be put off longer than 15 days after delivery. Failure to report concealed damage within this 15 day period will almost certainly result in the carrier denying your claim.

D. ***Confirm Call in Writing*** — It is now a mandatory carrier regulation that all calls reporting discovery of concealed damage and request for inspection be confirmed in writing. Be sure to retain a copy of your confirming letter for your claim records.

3. STEPS TO TAKE WHEN CARRIER MAKES INSPECTION OF DAMAGED ITEMS

A. ***Have Damaged Items In Receiving Area*** — Make certain the damaged items have not been moved from the receiving area prior to discovery of the damage. Allow inspector to inspect damaged items, inner packing materials, and freight bill. Be sure to retain your delivery receipt — it will be needed as a supporting document when claim is filed.

B. ***After Inspector Fills Out Inspection Report,*** Carefully ***Read It Before Signing*** — If you do not agree with any facts or conclusions made by the inspector on the report, do not sign it. Unless repairs will be completely satisfactory, be sure the inspector requests replacement on the inspection report. A new item can be ordered only if the inspection report specifies "REPLACE."

C. ***Forward your copy of the inspection report*** and delivery receipt to the business office where copies can be made of both and forward them to the vendor.

4. STEPS TO TAKE AFTER INSPECTION HAS BEEN MADE

A. ***Continue To Retain Damaged Merchandise*** — Even though inspection has been completed, damaged items cannot be used or disposed of without written permission from the carrier.

B. ***Do Not Return Damaged Items To Shipper*** — Return of such items should not be made without written authorization of the supplier.

C. ***Secure Receipt From Carrier If Damaged Items Are Picked Up For Salvage*** — If you surrender damaged merchandise to a carrier for salvage because it is valueless to you, be sure to secure a receipt from the driver when it is picked up. Retain that receipt.

Appendix D — Resolution Defining A Modern Code For Educational Purchasing

Within the past year or two, manufacturers and school suppliers have had to face increasing problems of cash flow, high interest rates, shortage of materials, and the impact of the energy crisis. During this time many schools have continued to operate under the "old system" that pays when the purchase order is complete. We feel the time has come to declare this system obsolete. School suppliers must maintain a proper cash flow. Material shortages often prevent completion of a purchase order. The difficulties of acquiring materials often require maintaining higher levels of inventories on hand; delays in production, delivery and completion of purchase orders create a higher accumulation of accounts receivable; higher inventories and accounts receivable require more borrowings.

Unless the manufacturers and school suppliers can maintain an adequate cash flow, both the schools and the suppliers suffer in the long run. We believe that, as school business officials, we should cooperate to enable the suppliers to improve this situation. Otherwise, the schools may experience still greater difficulties in obtaining supplies and equipment. As such, the officers and directors of ASBO recommend that all districts conform their procedures for receiving merchandise and disbursing funds according to good business practices that serve the best interests of both parties concerned, and they submit the following suggestions for improving these procedures:

1. To issue purchase orders, whenever possible, for quantities of merchandise which can reasonably be expected to be delivered complete at the time of initial delivery or within a few days, and to insist and work cooperatively with the suppliers in determining the proper amount.

2. Check the receipt of the merchandise promptly, counting the cartons and items received; open the cartons and inspect them for conformance to items ordered and to detect and report any damages and defects or shortages immediately.

3. Report the receipt of the merchandise to your disbursing office promptly with information of the condition of items that have been received.

4. The vendor should invoice for only what has been shipped and the school district will accept separate invoices for partial delivery and process for payment within the invoice terms and conditions.